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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

WAYNE A. REED, individually and as
husband and next of kin of decedent,
DIANA E. REED,

Plaintiff,

v.

ST. THOMAS OUTPATIENT
NEUROSURGICAL CENTER, LLC,
HOWELL ALLEN CLINIC, a Professional
Corporation, SAINT THOMAS NETWORK,
SAINT THOMAS HEALTH, and SAINT
THOMAS HOSPITAL

Defendants.

FILED
2013 MAY 15 PM 4:08
RICHARD A. ROOPER, CLERK

Richard A. Rooper
D.C.

Case No. 13C417
Jury Demand

AFFIDAVIT OF MICHAEL O'NEAL

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Comes Michael O'Neal, after first being duly sworn, and states as follows:

1. I am over 18 years of age, have personal knowledge of the facts contained herein, and am competent to testify to same.

2. I am a pharmacist licensed to practice in the state of Tennessee. I have a bachelor's degree in pharmacy from Auburn University.

3. I have been St. Thomas Outpatient Neurosurgical Center, LLC's pharmacist consultant from 2007 to the present. I have regularly performed quality improvement activities at St. Thomas Outpatient Neurosurgical Center, LLC to evaluate the safety, quality, processes, and appropriateness of healthcare services at St. Thomas Outpatient Neurosurgical Center, LLC since 2007. My services to St. Thomas are limited to medication related issues. My relationship with St. Thomas Outpatient Neurosurgical Center, LLC has been consistent and ongoing since 2007.

EXHIBIT

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4. St. Thomas Outpatient Neurosurgical Center, LLC pays me for my services. The checks for the quality improvement services I provide are issued to me by St. Thomas Outpatient Neurosurgical Center, LLC.

5. I was retained/employed by St. Thomas Outpatient Neurosurgical Center, LLC to perform quality improvement activities related to its purchase, storage, and use of medications in 2007. That relationship continues through today.

6. In 2007, I was contacted by St. Thomas Outpatient Neurosurgical Center, LLC's Facility Director, Tina Sullivan, about becoming a pharmacist consultant for the facility.

7. I provided the contract attached as Exhibit A. In the contract, I mistakenly called the facility "St. Thomas Neurosurgical Associates" rather than "St. Thomas Outpatient Neurosurgical Center, LLC." I have never contracted with any entity called "St. Thomas Neurosurgery Associates." I contracted with St. Thomas Outpatient Neurosurgical Center, LLC, regardless of the misnomer in the contract.

8. I also included language in the contract stating that I would be "providing an available pharmacist license for the Oral Surgical Institute licensure with the Tennessee Department of Health." This language should have been omitted from the contract. It was included by mistake, as I was adopting this language from another "form" contract.

9. On March 20, 2007, Ms. Sullivan and I executed the contract attached as Exhibit A to memorialize my duties and responsibilities at St. Thomas Outpatient Neurosurgical Center, LLC. It accurately sets out the quality improvement duties I have performed at St. Thomas Outpatient Neurosurgical Center, LLC.

10. In mid-2012, Debra Schamberg, St. Thomas Outpatient Neurosurgical Center, LLC's current Facility Director, suggested that we update the contract.

11. I provided the contract attached as Exhibit B. I mistakenly called the facility "St. Thomas NeuroSurgery Center" rather than "St. Thomas Outpatient Neurosurgical Center, LLC." I have never contracted with any entity called "St. Thomas NeuroSurgery Center." I contracted with St. Thomas Outpatient Neurosurgical Center, LLC, regardless of the misnomer in the contract.

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12. As St. Thomas Outpatient Neurosurgical Center, LLC's pharmacist consultant, I evaluate the safety, quality, processes, and appropriateness of healthcare services at St. Thomas Outpatient Neurosurgical Center, LLC.

13. I perform monthly inspections at St. Thomas Outpatient Neurosurgical Center, LLC to evaluate and improve the quality of the healthcare services rendered at St. Thomas Outpatient Neurosurgical Center, LLC, and have done so from 2007 to the present.

14. During my monthly inspections, I also ensure that St. Thomas Outpatient Neurosurgical Center, LLC is operating in compliance with applicable state and federal laws regarding medications.

15. During my monthly inspections, I ensure that St. Thomas Outpatient Neurosurgical Center, LLC's staff members are properly carrying out various internal checks regarding St. Thomas Outpatient Neurosurgical Center, LLC's medications, thereby supervising St. Thomas Outpatient Neurosurgical Center, LLC's healthcare providers to a limited extent.

16. During my monthly inspections, with respect to medications, I evaluate, review, and where necessary, recommend improvements of the methods, procedures and/or treatments being utilized at St. Thomas Outpatient Neurosurgical Center, LLC in this limited capacity.

17. As part of my activities to evaluate and improve the healthcare services rendered at St. Thomas Outpatient Neurosurgical Center, LLC, I create reports identifying areas of excellence and those in need of improvement. I send those reports to St. Thomas Outpatient Neurosurgical Center, LLC, typically to Debra Schamberg and Cindy McClendon.


18. Also as part of my activities to evaluate and improve the healthcare services rendered at St. Thomas Outpatient Neurosurgical Center, LLC, I communicate with staff members regarding areas of excellence and those in need of improvement. Specifically, I communicate with Debra Schamberg and Cindy McClendon regarding the substance of my reports, particularly in those areas I have identified as in need of improvement. These communications are for the purpose of improving the healthcare services rendered at St. Thomas Outpatient Neurosurgical Center, LLC.

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19. Debra Schamberg and Cindy McClendon are my primary contacts at St. Thomas Outpatient Neurosurgical Center, LLC. I share with them, both in writing and verbally, my quality improvement evaluations and recommendations.

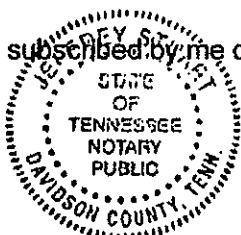
20. Debra Schamberg, Cindy McClendon, and I work together for the purpose of forming strategies for St. Thomas Outpatient Neurosurgical Center, LLC to improve in areas I have identified as in need of improvement. We also work together to come up with new ways for St. Thomas Outpatient Neurosurgical Center, LLC to further improve in areas that are currently operating satisfactorily. Our cooperation is for the purpose of improving the healthcare services rendered at St. Thomas Outpatient Neurosurgical Center, LLC.

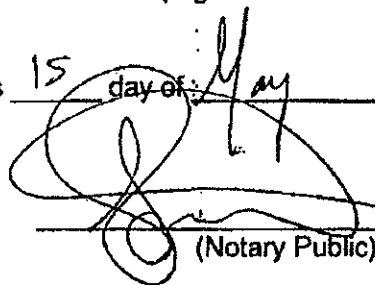
21. With this affidavit, I do not intend to waive any protections or privileges of Tennessee law, particularly the quality improvement privilege.



(Signature of Affiant)

Sworn to and subscribed by me on this 15 day of May, 2013.





(Notary Public)

My Commission Expires: MAY 20, 2014